

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RONISHA FERGUSON, individually and on behalf
of her minor children **S.J.** and **A.J.**,

Plaintiffs,

-against-

**THE CITY OF NEW YORK; KERRYANNE
GRAHAM; ALPHY CONTRERAS; LORNA
MITCHELL; JACQUELINE BATISTA; KAWAN
INMAN; WILLIAM KESSLEMAN; DEANNA
JOHNSTON; IYEISHA WITHERSPOON;
MARIANNE WHITFIELD; JANELLE COGER;
MARLENE WILSON; CHAMELL WILSON; PO
G. COTTO; PO HECTOR BASORA; PO
RODRIGUEZ; and SGT. MEER DEEN,**

Defendants.

Case No. 22 Civ. 1000 (KPF)

**INFANT COMPROMISE
ORDER**

Upon the declaration of the adult Plaintiff herein, Ronisha Ferguson, signed on August 8 2023, and the declaration of Stephanie Panousieris, co-counsel for Plaintiffs, signed on August 16, 2023, and due deliberation having been had thereon, and upon consideration of the issues and claims in the litigation, and the parties having settled this case, and it appearing that the best interest of the Infant Plaintiffs would be served by approval of the proposed compromise in settlement, now, on the motion of Rob Rickner, attorney for Infant Plaintiffs herein, it is hereby;

ORDERED, that Plaintiff Ronisha Ferguson is hereby authorized and empowered, in the interest of herself and her children S.J., born in 2010, and A.J., born in 2013, to settle and compromise their claims against Defendants for the sum of one hundred and seventy-five thousand dollars (\$175,000), plus costs and attorneys' fees, to be paid directly to counsel, in full satisfaction of all of Plaintiffs' claims against Defendants other than the aforementioned costs and attorneys'

fees; and it is further

ORDERED, that the sum of fifty-thousand dollars (\$50,000) is to be received by Plaintiff and deposited into an interest-bearing savings account at a bank selected by Plaintiff Ronisha Ferguson, to be held for S.J. and distributed in the following manner: (1) the first installment (25%) of the principal amount will be released to S.J. on his 18th birthday in the year 2028; (2) the second installment (25%) of the principal amount will be released to S.J. on his 19th birthday in the year 2029; (3) the third installment (25%) of the principal amount will be released to S.J. on his 20th birthday in the year 2030; and (4) the remaining balance, including accrued interest, will be released to S.J. on his 21st birthday in the year 2031; and it is further

ORDERED, that the sum of fifty-thousand dollars (\$50,000) is to be received by Plaintiff and deposited into an interest-bearing savings account at a bank selected by Plaintiff Ronisha Ferguson, to be held for A.J. and distributed in the following manner: (1) the first installment (25%) of the principal amount will be released to A.J. on his 18th birthday in the year 2031; (2) the second installment (25%) of the principal amount will be released to A.J. on his 19th birthday in the year 2032; (3) the third installment (25%) of the principal amount will be released to A.J. on his 20th birthday in the year 2033; and (4) the remaining balance, including accrued interest, will be released to A.J. on his 21st birthday in the year 2034; and it is further

ORDERED, that Ronisha Ferguson shall receive the sum of seventy-five thousand dollars (\$75,000), which shall be paid by the City of New York in accordance with the Stipulation and Order of Settlement and Discontinuance; and it is further

ORDERED, that in the event of death of the Infant Plaintiff(s) prior to the payment date set forth above, and in the even that the Infant Plaintiff(s) have not designated a beneficiary, payment shall be made to the estate of said Infant Plaintiff(s); and it is further

ORDERED, that the agreed upon costs and attorneys' fees shall be paid directly to counsel and will not be subtracted from the proceeds due to Plaintiffs; and it is further

ORDERED, that this Court retains jurisdiction of this action for purposes of enforcement and modification of this Infant Compromise and the underlying settlement.

The Clerk of Court is directed to terminate the motion at docket entry 56.

Dated: August 17, 2023
New York, New York

SO ORDERED:

A handwritten signature in blue ink, reading "Katherine Polk Failla".

Hon. Katherine Polk Failla, U.S.D.J.